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Transmittal Number: 22557631

Date Processed: 01/13/2021

## Notice of Service of Process

**Primary Contact:** Legal Department  
American Family Mutual Insurance  
6000 American Pkwy  
Madison, WI 53783-0001

**Entity:** American Family Mutual Insurance Company  
Entity ID Number 3195323

**Entity Served:** American Family Mutual Insurance Company

**Title of Action:** Mason Howerton vs. American Family Mutual Insurance Company

**Document(s) Type:** Summons/Complaint

**Nature of Action:** Contract

**Court/Agency:** St. Louis City Circuit Court, MO

**Case/Reference No:** 2022-CC10475

**Jurisdiction Served:** Missouri

**Date Served on CSC:** 01/12/2021

**Answer or Appearance Due:** 30 Days

**Originally Served On:** CSC

**How Served:** Personal Service  
**Sender Information:** J. Thomas Mihalczo  
314-315-8111

Information contained on this transmittal form is for record keeping, notification and forwarding the attached document(s). It does not constitute a legal opinion. The recipient is responsible for interpreting the documents and taking appropriate action.

**To avoid potential delay, please do not send your response to CSC**

251 Little Falls Drive, Wilmington, Delaware 19808-1674 (888) 690-2882 | [sop@cscglobal.com](mailto:sop@cscglobal.com)

**EXHIBIT A**



**SPECIAL PROCESS SERVER  
IN THE 22ND JUDICIAL CIRCUIT, CITY OF ST LOUIS, MISSOURI**

Judge or Division: MICHAEL FRANCIS STELZER	Case Number: 2022-CC10475	Special Process Server 1
Plaintiff/Petitioner: MASON HOWERTON	Plaintiff's/Petitioner's Attorney/Address JOHN THOMAS MIHALCZO 1000 WASHINGTON AVE ST LOUIS, MO 63101	Special Process Server 2
vs.		Special Process Server 3
Defendant/Respondent: AMERICAN FAMILY MUTUAL INSURANCE COMPANY	Court Address: CIVIL COURTS BUILDING 10 N TUCKER BLVD SAINT LOUIS, MO 63101	
Nature of Suit: CC Pers Injury-Vehicular		(Date File Stamp)

**Alias Summons in Civil Case**

The State of Missouri to: **AMERICAN FAMILY MUTUAL INSURANCE COMPANY**

Alias:

CSC LAWYERS INC SERVICE CO  
221 BOLIVAR STREET  
JEFFERSON CITY, MO 65101



You are summoned to appear before this court and to file your pleading to the petition, a copy of which is attached, and to serve a copy of your pleading upon the attorney for plaintiff/petitioner at the above address all within 30 days after receiving this summons, exclusive of the day of service. If you fail to file your pleading, judgment by default may be taken against you for the relief demanded in the petition.

January 8, 2021

*Thomas Moegginger*

Date

Clerk

Further Information:

**Sheriff's or Server's Return**

**Note to serving officer:** Summons should be returned to the court within 30 days after the date of issue.

I certify that I have served the above summons by: (check one)

delivering a copy of the summons and a copy of the petition to the defendant/respondent.  
 leaving a copy of the summons and a copy of the petition at the dwelling place or usual abode of the defendant/respondent with \_\_\_\_\_, a person of the defendant's/respondent's family over the age of 15 years who permanently resides with the defendant/respondent.

(for service on a corporation) delivering a copy of the summons and a copy of the complaint to: \_\_\_\_\_ (name) \_\_\_\_\_ (title).

other: \_\_\_\_\_

Served at \_\_\_\_\_ (address)

in \_\_\_\_\_ (County/City of St. Louis), MO, on \_\_\_\_\_ (date) at \_\_\_\_\_ (time).

Printed Name of Sheriff or Server

Signature of Sheriff or Server

Must be sworn before a notary public if not served by an authorized officer:

(Seal)

Subscribed and sworn to before me on \_\_\_\_\_ (date).

My commission expires: \_\_\_\_\_

Date

Notary Public

**Sheriff's Fees, if applicable**

Summons	\$ _____
Non Est	\$ _____
Sheriff's Deputy Salary	\$ _____
Supplemental Surcharge	\$ 10.00
Mileage	\$ _____ ( _____ miles @ \$. _____ per mile)
Total	\$ _____

A copy of the summons and a copy of the petition must be served on **each** defendant/respondent. For methods of service on all classes of suits, see Supreme Court Rule 54.

**IN THE CIRCUIT COURT OF THE CITY OF ST. LOUIS  
STATE OF MISSOURI**

MASON HOWERTON, )  
Plaintiff, )  
vs. ) Cause Number:  
AMERICAN FAMILY MUTUAL )  
INSURANCE COMPANY ) Division Number:  
SERVE: )  
CSC-Lawyers Incorporating Service Co. )  
221 Bolivar Street )  
Jefferson City, MO 65101 )  
Defendants. )

**COMPLAINT**

COMES NOW, Plaintiff Mason Howerton, by and through counsel Bollwerk & Tatlow LLC states the following for his Complaint against Defendant American Family Insurance Company (“American Family”):

**COUNT I**

1. Plaintiff Mason Howerton is and was at all times mentioned herein a resident of St. Louis County, Missouri.
2. Upon information and belief, Defendant American Family Insurance Co was at all times herein mentioned a corporation in good standing and authorized by the Missouri Department of Insurance to conduct business in the state of Missouri.

3. On or about March 11, 2019, Plaintiff Mason Howerton operated his vehicle onto an off-ramp of Interstate 55 northbound within the City of St. Louis and came to a complete stop at a red light.
4. As Plaintiff was stopped at the red light, he was rear-ended by a 2001 Ford F-150 driven by Mr. Keith Leathers. Mr. Leathers was later determined to be operating his Ford F-150 without valid insurance.
5. Mr. Leathers, as an uninsured driver, was negligent in the following particulars, to wit:
  - a. As an uninsured driver, he failed to keep a careful lookout;
  - b. As an uninsured driver, he knew or by the use of the highest degree of care should have known that there was a reasonable likelihood of collision in time thereafter to have stopped, swerved, slackened speed or sounded a warning, but failed to do so;
  - c. As an uninsured driver, violated 304.017 RSMo., in that he followed behind Plaintiff's vehicle more closely than what was reasonably safe and prudent, having due regard for the speed of Plaintiff's vehicle and the traffic upon the roadway.
6. As a direct result of the negligence of Mr. Leathers, the uninsured motorist, Plaintiff Mason Howerton sustained injuries to his low back, neck, right wrist, and left knee pain.
7. Due to these injuries, Plaintiff's ability to work, labor, and enjoy life were severely impaired.

8. At all times herein mentioned. Plaintiff was an insured on a policy in full force and effect issued by Defendant American Family under policy number 2514-0141-01-43-FFPA-MO.

9. Under the provision of this policy of insurance, Mr. Howerton came within a class of persons under the uninsured motorist provision thereof for which you agreed to pay any sums to which he would be legally entitled to recover from the owner and operator of an uninsured automobile for bodily injuries arising out of the ownership, maintenance and use of said automobile.

10. Pursuant to said policy of insurance, Defendant agreed to pay damages incurred by Plaintiff, but has refused to do so.

11. Plaintiff states that at the time of the hereinafter mentioned occurrence, the aforementioned policy of insurance was in full force and effect, and that all necessary provisions have been complied with.

WHEREFORE, Plaintiff prays this Court enter judgment in his favor and to award Plaintiff fair and reasonable damages of \$25,000.00 and for such other further relief as the Court Deems appropriate.

Respectfully submitted,

/s / J. Thomas Mihalczo  
J. Thomas Mihalczo, #70248MO  
Phillip A. Tatlow, #41364 MO  
Bollwerk & Tatlow, LLC  
10525 Big Bend Boulevard  
Kirkwood, MO 63122  
(314) 315-8111  
(314) 315-8113  
[jtm@bollwerktatlow.com](mailto:jtm@bollwerktatlow.com)  
Attorneys for Plaintiff Mason Howerton

**CERTIFICATE OF SERVICE**

I hereby certify the 10th day of December, 2020, the foregoing was electronically filed with the Clerk of the Court to be served by operation of the Court's electronic filing system upon the parties.

By: //s// J. Thomas Mihalczo III